



West Virginia Parkways Authority

REQUEST FOR PROPOSAL

The West Virginia Parkways Authority will receive sealed proposals for the following:

Culvert Management System

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Tuesday, December 2, 2014.** If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the WV Parkways Authority, P. O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority once a day between 7:00 and 8:00 a.m. However, Drop-Off, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc. must be delivered / sent to the WV Parkways Authority, 3310 Piedmont Rd., Charleston, WV 25306. Fax bids will not be accepted.

It shall be the bidders' responsibility to determine their method of transmittal such that their bids will arrive in the Authority's office prior to the scheduled bid opening. The Authority cannot waive or excuse late receipt of a proposal which is delayed for any reason. Late submissions will not be accepted and will remain unopened. Any proposal received after the proposal opening date and time will be immediately disqualified in accordance with applicable law and administrative rules and regulations applicable to the Authority.

All proposals **must** be enclosed in a sealed envelope. The outside of the envelope must include the name and address of the proposer and clearly marked as follows:

Attn: Purchasing Department

RFQ: Culvert Management System

Bid Opening Date: December 2, 2014

Specifications are available at www.wvturnpike.com

The West Virginia Parkways Authority reserves the right to reject any and/or all proposals. Prospective vendors are responsible for all toll charges incurred while providing goods or services to the West Virginia Parkways Authority.

The WVPA is an Equal Opportunity Employer.

Request for Proposal

Specifications

Culvert Management System

Background

The West Virginia Parkways Authority has identified a need to implement a Culvert Management System (CMS) to improve tracking, reporting, and inspection of the drainage structures maintained by the Authority. The Authority currently has a Maintenance Management System (MMS) that is continually expanded and improved upon. The MMS has shown that culvert maintenance is a high cost item that could benefit from an improved system for tracking and inspection. The Authority is looking to supplement the MMS by adding a user friendly CMS on a mobile platform that can be readily deployed in the field.

Objective

The Authority desires to purchase a hosted or web-based software and technology solution to implement the Culvert Management System. Parkways expects to purchase existing off-the-shelf commercially available products which are to be configured to meet the functional specifications herein. The CMS will provide a user friendly mobile application for managers and field personnel. The system will allow Parkways personnel to perform culvert inspections, create work requests, and track culvert asset history on a mobile device while in the field. Parkways managers will be able to run reports, track work requests, and query inspection history from a PC. The Authority should be allowed to customize and enhance the system after initial implementation.

Bidding Procedures

The current purchasing procedures regarding bidding as established by the Authority shall apply.

Bidders shall return three (3) copies with all information provided, as requested herein.

Failure to provide the all information requested herein may be cause to reject the bid.

Any and all questions pertaining to these specifications or this procurement process must be in writing and submitted to:

Shelley Clay, Director of Purchasing
West Virginia Parkways Authority
Fax: (304)926-1909
Email: sclay@wvturnpike.com

Deadline for questions: Monday, November 24, 2014 at 2PM

Statements and Commitments

The vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between the vendor's representative and any Authority personnel is not binding. Only the information issued in writing and added to the RFP by an official written addendum is binding.

Award Criteria

It is the Authority's intent to open this procurement to a wide audience of bidders.

The specifications outlined herein are desirable specifications' describing items that the Authority feels best meets its needs. However, the Authority will consider any reasonable alternates to the specifications if the bidder can demonstrate that the proposed alternate is comparable in performance, quality, and functionality.

The Authority reserves the right to reject any or all proposals or to waive any non-consequential irregularities or informalities in proposals received. The Authority reserves the right to accept the proposal that will, in the Authority's judgment, best serve the interest of the Authority regardless of whether such proposal is the lowest cost submitted.

License and Certifications

Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to Comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

Addenda

If it becomes necessary to revise any part of this RFQ, an official written addendum will be issued by the Director of Purchasing. Addendums will be posted to the Authority's website www.wvturnpike.com.

Changes to original bidding document may be posted to this web page at any time. It is the bidder's responsibility to check back daily to see if any addenda have been posted.

All addenda should be formally acknowledged by all bidders and submitted with their bid response. It is hereby understood that failure to confirm the receipt of the addendum (s) may be cause for rejection of the bids.

Indemnification

The Vendor agrees to indemnify, defend and hold harmless the Authority, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its

officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

Exceptions

If the vendor takes exception to any of the specifications, scope of work, or terms and conditions outlined herein, he is to identify such exceptions on a separate page, marked "Exceptions". The Authority will consider said exceptions when it evaluates the bids.

Vendor Registration

Vendors participating in this bid process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a bid, but the successful bidder must register and pay the fee prior to the award of the contract.

Scope of Work

The selected vendor will be responsible to:

1. Provide base software with licenses for four users with the option to expand to additional users in the future.
2. Configure software to meet functional requirements specified herein. The vendor must commit the on-site time at Parkways' Beckley South maintenance facility to conduct configuration design meetings with Parkways personnel. The amount of on-site configuration design time shall be the amount required for the vendor to fully understand Parkways' functional requirements.
3. Provide vendor's currently available system documentation and operating manuals.
4. Provide hardware specifications.
5. Provide technical support to June 30, 2015.
6. Provide annual licenses and technical support beginning with FY 2016, which begins July 1, 2015. (Cost must be quoted separately in the vendor's proposal.)

Parkways Provided Support

Parkways will:

1. Provide a project manager (PM) and subject matter expert to be available to assist the vendor throughout the project. The vendor's proposal shall stipulate the amount of time required of Parkways' PM.
2. Make personnel available for configuration working sessions.
3. Purchase hardware separately.

4. Prepare required user manuals.
5. Conduct training of in-house personnel.
6. Populate the data needed to run the new system. Optionally the vendor may propose a data transfer process using Parkway's existing Excel database of drainage assets.

Technical Requirements

1. The CMS shall include the following:
 - a. A hosted or web-based software solution configured to comply with the functional requirements herein.
 - b. An application capable of running on a handheld mobile device and Windows PC.
2. The mobile portion of the CMS shall be capable of operating on the latest version of the iOS or Android platforms. The CMS shall be capable of running on a phone or tablet device and include the following hardware capabilities: GPS, Camera, and Barcodes.
3. The PC portion of the CMS shall be capable of operating on the latest version of Microsoft's Windows operating system used by Parkway (currently Windows 7).

Functional Requirements

The Parkway Authority has developed a functional design for the CMS. The functional design is described in the system map and screen mock-ups included in Appendix A and in the requirements listed below.

Parkway desires that the system be built and function exactly as described in the screen mock-ups. The vendor may, during the configuration effort, recommend to the Authority other information or functions for each screen, and the Authority will consider such recommendations. However, the system must meet the functional and operational requirements as described in Appendix A and below.

1. Asset Inventory – Parkway has 5,100 drainage assets. The entire inventory shall be stored in a database as part of the CMS. The inventory is to include details about each asset as described on Screen 3.1 in Appendix A.
2. Storage Capacity –System must be capable of storing a minimum of six photos for each of the 5,100 drainage assets.
3. Work History – Of the 5,100 drainage assets Parkway typically performs maintenance on 200 of them each year. The system must be capable of storing work history indefinitely.
4. Inspections – Parkway performs approximately 2,000 drainage inspections per year. The system must be capable of storing inspection history indefinitely. Appendix B shows the number of elements and condition levels that will be used for the inspection.
5. Reports – A basic set of reports should be available from the PC version of the CMS. An advanced report creation tool shall also be provided and available to Parkway for developing customized report from the contents of the CMS database.

Software Demonstration

As part of the proposal evaluation process, the Parkways Authority will require responsive bidders to demonstrate their proposed software. This may be done live at the Authority's Beckley Maintenance facility, or optionally the demonstration may be done via an online conference meeting.

In addition bidders may also provide the Authority with a demonstration copy which the Authority may use to evaluate the software.

Selection Process

Upon receiving proposals the Authority will evaluate each vendor's software, experience and qualifications. The Authority will identify those bidders that are deemed to have submitted a responsive proposal. Responsive bidders will be asked to provide software demonstrations as stated in the previous section. The Authority will select the vendor who, in the Authority's opinion, provides the best overall value. The Authority may not necessarily select the lowest cost bidder.

Timeline

The following timeline is a target schedule for selecting a vendor and implementing the CMS. The final approval for proceeding with the system lies with the Parkways Board to provide the funds for the project. The Parkways Authority makes no guarantee that said approval will be granted by the Board.

- Deadline for questions: November 24, 2014 at 2PM
- Proposals due: December 2, 2014 at 2PM
- Software demonstrations: Week of December 8, 2014
- Vendor selection and Board approval: January 8, 2015
- Notice to proceed: January 12, 2015
- Configuration phase completion date: February 2, 2015
- System Go-Live date: April 15, 2015

Proposal Instructions

Interested vendors shall submit a proposal to the Parkways Authority containing the following. The proposal is to be no more than ten pages in length.

A. Proposed System

Provide a brief description of the proposed software solution including technical and functional specifications.

B. Configuration Services

Describe how the vendor will work with the Parkways Authority to configure the proposed system to meet the functional and technical requirements specified herein.

C. Compliance with Requirements

The vendor shall complete the Requirements Compliance Register shown in Exhibit 1. The vendor must be specific in describing any exceptions noted in the Exhibit.

D. Vendor's Experience and Qualifications

Each vendor is to provide a description of their experience and qualifications to provide the software and services described herein to include:

- Years in business
- Examples of similar systems developed for previous clients with dates of services and contacts
- Qualifications of project manager and technical staff for this project
- Other information the vendor feels pertinent.

E. Cost Proposal

1. Vendor's Cost Proposal

Name: _____

Address: _____

City/State/Zip: _____

Name of Contact: _____

Phone No: _____

Email Address: _____

Software configuration design \$ _____.

Fully configured software and licenses for four users to June 30, 2015 \$ _____.

Annual licenses for four users beginning July 1, 2015 \$ _____.

2. Parkway's Option to Proceed

Parkways intends to enter into an agreement with the selected vendor to provide the software and services described herein. At the end of the software configuration design process, if it is determined that a) the software cannot be configured to Parkway's satisfaction or b) the vendor's cost to build the software to Parkway's satisfaction is excessive, then Parkways may exercise its option to cancel the contract and proceed no further. If Parkways chooses to cancel the contract, the vendor will be paid for the negotiated software configuration design cost.

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The Authority may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
13. HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Authority.
2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Director may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

Rev. 9/25/07

WV PARKWAYS AUTHORITY
Purchasing Department

STATE OF WEST VIRGINIA

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____. My

Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 07/01/2012)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ **Signed:** _____

Date: _____ **Title:** _____

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